

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DW PROPERTIES, a Belgian private limited
company,

Plaintiff,

-against-

LIVE ART INC., a Delaware corporation,

Defendant.

No. 23-cv-7004 (JPO)

**DECLARATION OF
RONALD ADELMAN**

RONALD ADELMAN, an attorney admitted to practice in the Courts of the
State of New York and in this District, declares under penalty of perjury as follows:

1. I am of counsel to ARTxLAW PLLC, the attorneys for Live Art Market, Inc.
("Live Art"), the Defendant in this action (incorrectly sued as "Live Art Inc.").
2. I make this declaration for the purpose of submitting a true copy of the
attached invoice, dated 2021-November-18 from Live Art to Plaintiff DW Properties (the
"Sale Contract) reflecting the sale of the artwork "ya tena ase" to Plaintiff.

Dated: 2023-August-16

s/Ronald Adelman

INVOICE #000067

November 18th, 2021

DW Properties
 43 Drève Pittoresque
 1180 Uccle
 Belgium

Artwork



Details

Cornelius Annor

ya tena ase

Acrylic, fabric collage and
 fabric transfer on canvas
 213 x 152 cm

Purchase Price

\$80,000 USD

***Taxes and duties to be calculated on determination of shipment destination*

Total due:

\$80,000 USD

Please pay via Wire Transfer to:

Live Art Market, Inc.

700 Rockland Road, Box 153

Rockland, DE 19732

Bank JP Morgan Chase Bank

Routing 021000021

Account 736860021

SWIFT CHASUS33

TERMS AND CONDITIONS OF SALE

- Payment of the full Purchase Price is due at the end of the month of November, for which time is of the essence. Title shall not pass, and the Work shall not be released, until payment in full is received in good, cleared funds.
- Seller warrants that good title to the Work shall pass upon payment of the Purchase Price and that the Work was created by the artist, but the Work is otherwise sold “as is” without any representations or warranties of any kind whatsoever, express or implied, including without limitation, representations and warranties as to value, condition, or other matters. The benefits of the representations and warranties in this Invoice survive the completion of the sale and inure to the benefit of Buyer, but not to subsequent owners or others who may acquire an interest in the Work.
- The artist retains all copyright and other intellectual property rights to the Work, and no such rights are being transferred as part of the sale of the Work.
- Unless otherwise agreed in writing (a) all crating, packing, shipping, and insurance costs are the responsibility of the Buyer and are not included in the Purchase Price, and (b) risk of loss or damage passes to Buyer upon the Work’s release to Buyer or Buyer’s agent. Seller recommends that Buyer confirm that insurance in the amount of the Purchase Price is in place before the Work is released.
- New York State sales tax shall be charged on any property picked up or delivered in New York State, regardless of the state or country in which Buyer resides or does business, unless Buyer provides a “resale certificate” or documentation of an exemption from the requirement to pay New York State sales tax. If Buyer has requested that the Work be delivered out-of-state, and subject to the Supreme Court’s ruling in *South Dakota v. Wayfair* which obligates Seller to collect sales tax on certain purchases shipped out-of-state, Buyer may not be charged New York State sales tax, but Buyer shall reimburse Seller for all costs and expenses incurred shipping the Work to Buyer within three business days of receiving an invoice of such costs and expenses from Seller. If sales tax is not charged by Seller at the time of purchase, Buyer remains responsible for any applicable use taxes where the Work is delivered. If sales tax is not charged at the time of purchase but is assessed against Seller at a later date, Buyer shall defend, indemnify, and hold Seller harmless with respect to any sales tax (including interest and penalties) which may hereafter be claimed or determined to be due by any tax authority.
- This Invoice is confidential.
- This Invoice shall be governed by New York law. In the event of a dispute that cannot be resolved amicably, Buyer agrees to submit to the exclusive jurisdiction of the state courts of, and the federal courts sitting in, the State and County of New York. The prevailing party shall in any dispute shall be entitled to its costs, including its reasonable attorneys’ fees.
- This Invoice contains the entire understanding between Buyer and Seller. It may not be changed except by a writing signed by the parties. Buyer and Seller have had an opportunity to participate in the drafting of this Invoice. Neither party may assign their rights or obligations under this Invoice without the prior written consent of the other party. Signatures sent by facsimile transmission and scanned executed Invoices in PDF format sent by email transmission are each valid, binding and deemed an original for all purposes. Each of the parties shall, however, reasonably cooperate with the other in executing further documents or taking further actions as are necessary to fulfill the purposes of this Invoice.
- Payment constitutes acknowledgment of, and agreement to, these terms.

ACKNOWLEDGED AND AGREED:

LIVE ART MARKET, INC.

By: _____

By: _____